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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION-II

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief General Manager, (Ele.,) Procurement, BESCOM Corporate Office, 4th Floor, K.R. Circle, Bengaluru-560001 on behalf of **Bangalore Electricity Supply Company Ltd.,** invites tender **for Design, Manufacturing, Testing and Supply of 25 kVA Star-1 (4-Star rated), 11kV/433V, 3Phase, 50Cycle, Aluminium wound, CRGO Core Distribution Transformers – Lot-5.**

1. Enquiry No.	**BESCOM/2024-25/IND0090**
2. Tender processing fee	Refer KPP website www.kppp.karnataka.gov.in
3. Earnest Money Deposit	**Rs.10,66,000.00**
4. Date of availability of Bids	**05.10.2024 onwards**
5. Date of Pre bid meeting	**10.10.2024 @ 11:00 AM**
6. Due date for submission of Bids	**21.10.2024, 17:00 Hrs.**
7. Tender System	Two tender document system
8. a) Date of opening of Techno commercial bid b) Date of opening of Price Bid	a) **22.10.2024, 17:15 Hrs.** b) Will be opened in KPP portal after completion of Techno-Commercial evaluation.
9. Material	25 kVA Star-1 (4-Star rated), 11kV/433V, 3Phase, 50Cycle, Aluminium wound, CRGO Core Distribution Transformers.
10. Quantity	**1200 Nos.**
11. Amount put to tender as per proposed SR 2023-24	**Rs. 1065.96 Lakhs** (Incl. of GST)

12. Schedule of requirements	The delivery schedule is intimated in the Schedule of Requirements and the successful Bidder shall adhere to the delivery schedule.
13. General Terms and Conditions	Enclosed.
14. Technical Specifications & GTP.	Enclosed.
15. Price Bid	The Bidder shall furnish Unit computed FORD price on the kpp portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain tax structure as applicable like CGST, SGST/IGST and F&I on KPP portal.

1.0 Eligible Bidders:

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BESCOM to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the 25 kVA star-1 (4 star rated) to be purchased under this Invitation of Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

The BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of the contracts.

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the

action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

2.0 <u>Scope of the contract:</u>

The Scope of the contract will include the following:

a) Design, Manufacture, Testing and supply of 25 kVA Star-1 (4-Star) rated, 11kV/433V, 3Phase, 50 Cycle, Aluminium wound CRGO Core Distribution Transformers.

b) Conducting tests on the Distribution Transformers at manufacturer end.

c) Packing, preservation, transportation from the manufacturer's premises to the consignee stores as detailed in the technical specification.

d) Delivery including loading & unloading of materials at Consignee Stores.

3.0 <u>Issue of Tender documents</u>.

Bidders can download the tender documents from KPP portal (www.kppp.karnataka.gov.in) from **05.10.2024 onwards.**

3.1 **<u>Submission of tender documents</u>**.

All the Tender Documents shall be uploaded through KPP Portal on or before **21.10.2024, 17.00 Hrs**

3.2 **Opening of Technical bid:**

The Technical bids will be opened on **22.10.2024, 17:15 Hrs.** in the KPP Portal. Price bids of Techno Commercially responsive Bidders will be opened after completion of Techno-Commercial evaluation.

4.0 QUALIFYING REQUIREMENTS AND DOCUMENTS TO BE UPLOADED:

Sl. No	Qualifying Requirements	Documents to be uploaded by the Bidder
1	The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act, 1956/2013 Including any amendment thereto; b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; c) i. Partnership Firm under Partnership Act, 1932 in India; ii. Sole Proprietorship Concern	**In case of Company incorporated in India under the Companies Act** 1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years. 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s). 4. **In case of LLP incorporated in India under the Limited Liability Partnership (LLP) Act** 1. Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP. 3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry

Sl. No	Qualifying Requirements	Documents to be uploaded by the Bidder
		of Corporate Affairs, Government of India) for Preceding two Financial Years. **In case of Partnership Firm,** 1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable. **In case of Sole Proprietorship** PAN/GST Registration Certificate
2	The Bidder should have minimum 3 years of experience in Design Manufacturing, testing and supply of tendered or higher capacity (25kVA) star - 1 or star-2 Distribution Transformers as on the date of bid submission.	Purchase order Copies / Order completion certificates shall be uploaded.
3	The Bidder shall possess BEE & BIS valid certificates issued by the Govt. of India for manufacture of Distribution Transformers as per specified standards.	BEE & BIS valid certificates issued by the Govt. of India for manufacture of Distribution Transformers shall be uploaded.

Sl. No	Qualifying Requirements	Documents to be uploaded by the Bidder
4	The Bidder should have manufactured and supplied not less than **80%** of the tendered quantity (However it will be **40%** to Micro and Small Enterprises) of (25 kVA star 1 or star-2) Distribution Transformers of tendered or higher capacity in any **one of the last 5 preceding years (3 years for Micro & Small Enterprises)** as on the date of bid submission to any ESCOMS/ to any other State Electric utility/ Govt. organizations.	Order Completion certificate issued by an officer not below the rank of Executive Engineer or equivalent of the ESCOMS/ any Government Electrical Utilities shall be uploaded.
5	The Bidder should furnish performance certificate for satisfactory operation of (25 kVA star-1 or star-2) Distribution Transformers of tendered or higher capacity not less than **40%** of the tendered quantity (However it will be **20% to Micro and Small Enterprises)** for at least **one year.**	Performance certificate issued by not below the rank of Executive Engineer or equivalent of the ESCOMS/ any Government Electrical Utilities shall be uploaded.
6	The Bidder should furnish test certificates for **all the tests conducted as per clause 21 of IS-1180 Part I- 2014 and relevant parts of IS 2026** at Central Power Research Institute (CPRI) / Electrical Research and Development Association (ERDA), to ascertain the quality of the Distribution Transformer of **tendered type** and such certificates shall not be older than Five years from date of Bid submission, **provided major change has been introduced in the basic design/technology/ material/ mechanical construction/ functionalities of the**	All Tests certificates issued from CPRI/ ERDA shall be uploaded.

Sl. No	Qualifying Requirements	Documents to be uploaded by the Bidder
	equipment's/ performance characteristic/ manufacturing process.	
7	The Bidder shall upload GTPs.	The Bidder shall upload GTPs signed by Chief General Manager (Ele.,), Procurement, BESCOM for tendered capacity.
8	The Bidder must **not have DEFAULTED** in supplies against Purchase Orders placed by any Electrical Utility PSU/GOVT Departments.	Self-Declaration by the Bidder on Rs. 500/- notarized Stamp Paper shall be uploaded.
9	The Bidder should upload a declaration stating that the firm has **not been BLACKLISTED** in supplies against Purchase Orders placed by any Electrical Utility/ PSU/ GOVT Departments as on the date of bid submission.	Self-Declaration by the Bidder on Rs. 500/- notarized Stamp Paper shall be uploaded.
10	The Average Annual Financial Turnover of the Tenderer should not be less than the amount put to tender (However it will be 50% with respect to Micro and Small Enterprises) during the last 5 preceding financial years (last 3 preceding financial years for Micro and Small Enterprises)	Certified copies of the audited Financial statements such as P&L statement, Balance sheets for the last 5 FY shall be uploaded.

Sl. No	Qualifying Requirements	Documents to be uploaded by the Bidder
11	The Liquid Assets as on last date of previous month of tender or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Bank shall not be lesser than 25% of the amount put to tender.	The cash at Bank, Bank Deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded in the format as per annexure If the Bidder has banking with more than one Bank, then the available liquid assets balance mentioned above on a particular date i.e., as on as on last date of previous month of tender or any date before submission of bids

		shall be the same date and time for all the banks. The cash at Bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the Bidder is having banking facilities in the format as per annexure. In case of Fund based credit facility, the certificate issued by the Nationalized/Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on as on last date of previous month of tender or at a later date, before submission of the bid is to be uploaded as per Annexure duly indicating Tender Enquiry No.
12	Any Bidder from a **country which shares land with India will be eligible** to bid in this tender only if the Bidder is registered with the Competent Authority.	Registration certificate issued by the competent authority shall be uploaded.
13	A certificate for having read the clauses required to be submitted/ uploaded by the tenderer separately in the following format: **"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"**	Self-Declaration by the Bidder on Rs. 500/- notarized Stamp Paper shall be uploaded.

Note:

(1) ***If the Bidder participates for more than one enquiry of Tender notification, then the Bidder shall fulfil the Technical***

QR (4) & QR (5) and Financial requirements QR (10) & (11) cumulatively for all the enquiries participated. If the Bidder does not meet the cumulative Technical & Financial Requirement of all the enquiries participated, then the offer of the Bidder shall be considered to the extent of enquiries the Bidder fulfils the cumulatively both Technical and Financial qualifying requirements.

Cumulative clauses applies to the following Enquiry Nos:

Sl.No	***Enquiry Nos.***
1	BESCOM/2024-25/IND0089
2	BESCOM/2024-25/IND0090
3	BESCOM/2024-25/IND0091

(2) For MSME registered companies with NSIC, EMD is exempted.

(3) The Self Declaration shall clearly indicate the Tender Enquiry No, and Date on which Declaration is done.

(4) The Self Declaration for QR 8, 9 & 13 may be provided on a single notarised Stamp Paper of Rs.500/-.

5.0 General Conditions:

a. Notwithstanding to anything above, if it is found that the performance vis-à-vis the supplies made against the Purchase Orders placed on the Bidder by any BESCOM, is either behind schedule or not satisfactory, **BESCOM** will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. Even though the Bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have:

- made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
- record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,

- participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification.

c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.

d. In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM will be at liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

e. The Bidders shall offer for full quantity of the tendered material. Offers with less quantities than the tendered quantity will be liable for rejection.

f. **Quantities:** May be increased/decreased at the discretion of the BESCOM while placing order adhering to the provisions of KTPP Act and BESCOM Manual of Delegation of Powers.

g. **BESCOM** reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of **BESCOM** consequently.

h. Conditional offers are liable for rejection.

i. BESCOM will not be responsible for failure of internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

j. The tender not submitted through the kpp portal and also non-submission of EMD is liable to be rejected.

k. Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

l. **BESCOM** reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to **BESCOM.**

m. **BESCOM** reserves the right to call for the originals of the documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

n. If more than one Bidder becomes L1 in the tender, then the Bidder/Bidders on whom the order will be placed is at the discretion of BESCOM.

o. The Bidder shall have to be an entity registered in India in accordance with law.

p. The Bid in the language is as prescribed by the tenderer.

q. The Bidder shall follow Indian laws regulations and standards.

r. The Tender fee and the Bank Guarantee shall be in Indian Rupees only.

s. Tendering by the agent shall not be accepted.

t. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

6.0 Two tender document system:

Tender should be in two parts namely:

Part-I: Techno-Commercial Bid containing full technical particulars and commercial terms and conditions.

Part-II: Price Bid containing prices.

A. **Part-I : TECHNICAL BID:**

The Technical Documents shall be uploaded in kpp portal.

B. **INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:**

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

C. No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.

ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

7.0 Part II: PRICE PROPOSALS:

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable GST taxes and duties** in the KPP portal under the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain tax structure as applicable GST, F&I and etc., on KPP portal.

8.0 COST OF BIDDING

The Bidder shall bear all the costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and **BESCOM** will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

9.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	**TS**-Technical Specification, & GTP, Drawing if applicable
Section- VII	EMD Declaration Format
Section- VIII	Performance Security format

10.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

11.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. Then BESCOM, will issue interpretation(s) and clarification(s) as deemed fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by BESCOM.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

12.0 AMENDMENT TO BIDDING DOCUMENT

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a

clarification requested by a prospective Bidder can modify the Bidding Document by amendment(s).

b. The amendment will be notified in KPP portal. BESCOM bears no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

c. In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.

d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

13.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM **shall be written in the English language**, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

14.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualifying Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

d. The EMD shall be uploaded/furnished in accordance with the EMD clause of ITB.

15.0 <u>E-payment modes for Tender Processing Fee & Earnest Money Deposit.</u>

The Bidder who intends to participate in e-auction, has to pay EMD amount of Rs.10,66,000/- being 1% of the value of the Auction amount as follows:

1. Rs.10,00,000/- through KPP Portal schedule of items online through the KPP portal of Government of Karnataka using any of the following payment modes:-

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)
e) Online Transfer

and

2. The balance EMD amount of Rs.66,000/- shall be submitted in the form of Bank Guarantee drawn from any Nationalized/scheduled bank in favour of Chief General Manager(Ele.,), Procurement, BESCOM, Bengaluru and is valid for 30 days beyond the period of validity for the Bid i.e. (180+30=210) days from the date of Bidding.

Important Note: The scanned copy of Bank Guarantee shall be uploaded along with the other documents provided in the "Upload Documents" Link and the original Bank Guarantee which has been uploaded shall be sealed and super scribed with the Bid Enquiry No. EMD Amount and Due Date of opening on the bids and must be submitted at the office of the Chief General Manager, Procurement, 2nd floor, Block-II, Corporate office, BESCOM, K.R. Circle, Bengaluru on or before the last date and time of bid submission.

16.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, the BESCOM may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

If the Delivery Schedule exceeds 180 days, then the Ex-works prices are variable as per IEEMA price variation formula.

19.0 COST AND CURRENCY:

The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store.
iii. Insurance to cover equipment/material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Vendors have to make their own arrangements for obtaining road permits wherever needed.

20.0 TAXES:

The Bidders have to quote CGST/SGST/IGST and F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as inclusive of all taxes**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.

ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

iii. If there is any enhancement in the statutory taxes like CGST/SGST/IGST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. Any new taxes will have to be borne by successful Bidder.

iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

D. SUBMISSION OF BIDS

21.0 FORMAT OF BID

a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP mode and non-submitting of EMD Declaration** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

22.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date & time for bid submission.**

b. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

26.0 OPENING OF BIDS

BESCOM will open the technical bids submitted through KPP portal on the date & time notified.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP platform will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be

opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

The BESCOM will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished.

Arithmetical errors will be rectified on the following basis:

28.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

28.2 BESCOM may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

28.3 Prior to the detailed evaluation, BESCOM will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Such deviations from or objections or reservations to critical provisions like those concerning Performance Security. Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The BESCOM's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

28.4 If a tender is not substantially responsive, it will be rejected by the BESCOM and will not subsequently be made responsive by the Tenderer by correction of the non-conformity.

29.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes, and transportation, loading & unloading if any.
b. The Purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP Act & its amendments.

31.0 CONTACTING THE COMPANY

Bids shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting BESCOM and/or his employees/representatives by any means on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA

Chief General Manager (Ele.,), Procurement, BESCOM, Bengaluru will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP act & its amendments at a approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any point of time prior to award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reasons whatsoever. BESCOM will not be obliged to meet and have discussions with any bidders, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD

Prior to the expiry of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or email, to be confirmed in writing by registered letter that its bid has been accepted.

37.0 EFFECT AND JURISDICTION FOR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT:

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM, the materials/equipment's being procured through this Tender shall be supplied by the successful Bidder/s to various locations of the BESCOM furnished along with the Purchase Order/Dispatch Instruction.

40.0 For any technical support regarding KPP portal please contact KPP help desk.

Supports Timings: (9.00 am to 6.00 pm)

help desk at 8046010000 +91-8068948777

support@eprochelpdesk.com.

Chief General Manager (Ele.,)
Procurement, BESCOM